



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters for the Period July 1, 2007 through December 31, 2009

MEETING DATE: January 16, 2008

PREPARED BY Deputy City Manager

RECOMMENDED ACTION: Adopt Resolution amending Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters (LPF) for the period July 1, 2007 through December 31, 2009. As directed by City Council through the City Manager, representatives from the LPF, City staff and an outside negotiator (Bill Avery from Avery and Associates) began negotiations for the purpose of amending the MOU. The recommended elements of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows

BACKGROUND INFORMATION: The Memorandum of Understanding (MOU) between the City of Lodi and the Lodi Professional Firefighters (LPF) expired on June 30, 2007. The recommended elements of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows:

- Effective July 1, 2007 employees shall receive a salary increase of 8%.
- Effective on January 1, 2008 salaries will be adjusted by **4.5%**.
 - The weighted average of these first two increases is 10.25%.
- Effective January 1, 2009 salaries will be adjusted by a minimum of 3.5% and a maximum of 5.0% based on the Consumer Price Index (CPI-W) for San Francisco wage earners.
- Members of LPF will have the option to cash out vacation time in excess of two tours of duty on November of each year.
- LPF and the City of Lodi will meet and confer on entry level minimum qualifications for firefighters.
- The survey cities to be used in future MOU negotiations will be the same nine cities as used by the Lodi Police Officers Association and Lodi Police Mid-management.
 - Currently the MOU indicates that 15 cities are used for surveys.
- LPF and the City of Lodi will meet and confer for the purpose of eliminating from the MOU any obsolete language.
- All other elements of the MOU remain unchanged.

These terms do not include a survey of comparable cities. However, the increases in the first year do correlate closely to the comparable amounts paid (including salaries, health insurance, retirement

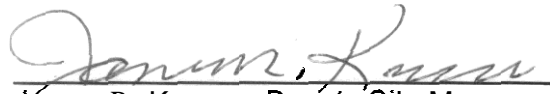
APPROVED:

Blair King, City Manager

contributions and other relevant compensation items) in the 15 other cities currently included the MOU as comparison cities.

FISCAL IMPACT: The current year salary modifications as recommended, would impact the General Fund by approximately \$350,000 per year. Future years will be impacted in the range of \$500,000-\$600,000 to year depending upon the Consumer Price Index adjustment as proposed.

FUNDING AVAILABLE: The increase of \$350,000 to salary and benefits is included in the current year budget. Pending the action taken by the City Council, the Fire Department budget will be adjusted to reflect the salary and benefit adjustments incorporated within the **MOU** amendments.



James R. Krueger, Deputy City Manager

Attachments

Lodi Professional Firefighters Proposal 6

Article VIII-Salary

Article 8.1

Increase all salaries for all positions by **8%** retroactive to July 1,2007. Retroactivity includes base salaries and all other items that are calculated using base pay.

Increase all salaries for all positions by 4.5% January 1,2008.

Article 8.2

As of January 1,2009 increase salaries based on the CPI-W index for San Francisco. The CPI increase shall be no less than 3.5% and no greater than 5%.

Article 8.3

The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPF agree that the term is July 1st, 2007 **through** December 31, 2009

Cash out Vacation time

Members of LPF will have the option of cashing out any vacation time in excess of two tours of duty. Members must utilize at least two tours of their vacation time each year. Members shall request a cash out of vacation time by November 15th of each year and will receive the payout of vacation time at straight time pay and by December 31st of each year.

Miscellaneous

LPF and the City of Lodi will meet and confer on entry level ~~minimum~~ qualifications.

LPF and the City of Lodi agree to meet and confer on ~~eliminating~~ or clarifying obsolete language in the MOU.

LPF and the City of Lodi agree to meet and confer on determining nine cities to be used for future surveys in place of the fifteen that are currently included in Article 8.4.

Article XXXX

40.1 This MOU cover the **period** form **July 1,2007 through** December **31,2009**

LPF

City of Lodi

RESOLUTION NO. 2008-07

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING THE MEMORANDUM OF UNDERSTANDING
WITH THE LODI PROFESSIONAL FIREFIGHTERS
ASSOCIATION

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WHEREAS, representatives from the City of Lodi and Lodi Professional Firefighters (LPF) have bargained in good faith for the purpose of amending certain articles of the Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby amend the MOU as follows:

Article VIII-Salary is replaced and amended to read as follows:

8.1 Removed and replaced with the following:

Increase all salaries for all LPF positions by 8% retroactive to July 1, 2007. Retroactivity includes base salaries and all other pay items that are calculated using base pay.

Increase all salaries for all positions by 4.5% January 1, 2008.

8.2 Removed and replaced with the following:

As of January 1, 2009, increase salaries based on the CPI-W (Consumer Price Index) for San Francisco. The CPI increase shall be no less than 3.5% and no greater than 5%.

8.3 Removed and replaced with the following:

The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPF agree that the term is July 1, 2007 through December 31, 2009.

Article XIX- Vacation

19.6 Added as follows:

Members of LPF will have the option of cashing out any vacation time in excess of two tours of duty. Members must utilize at least two tours of their vacation time each year. Members shall request a cash out of vacation time by November 15th of each year and will receive the payout of vacation time at straight time pay and by December 31st of each year.

Article XXXX Term

40.1 Removed and replaced as follows:

This MOU covers the period from July 1, 2007 through December 31, 2009.

Date: January 16, 2008

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I hereby certify that Resolution No. 2008-07 was passed and adopted by the Lodi City Council in a regular meeting held January 16, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – Hitchcock

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk